ency to remove the disabilities of coverture as an indication that such enforcement is neither pernicious nor impolitic. *Thompson* v. *Taylor* (1901) 66 N. J. L. 253, 49 Atl. 544; *Bowles* v. *Field* (C. C. A. 1897) 78 Fed. 742; *International Harvester Co.* v. *McAdam* (1910) 142 Wis. 114, 124 N. W. 1042. The principal case adopts a contrary rule holding that the inability of a married woman so to contract created by a statute of her domicil evidences a policy, where the domicil and the forum are the same state, opposed to charging her estate with the obligation. *Cf. Armstrong* v. *Best* (1893) 112 N. C. 59, 17 S. E. 14. The decision is less in accord with the general principles regulating the enforcement of foreign contracts than is *Thompson* v. *Taylor, supra,* and it would appear unfortunate that the Supreme Court should have adopted it in determining the Texas law in this regard, particularly since the Texas courts do not seem to have passed upon this point of policy.

CONSTITUTIONAL LAW — AWARD BY CONGRESS — VALIDITY OF STATUTE REGULATING ATTORNEY'S FEES—The plaintiff was an attorney who had prosecuted a claim, upon a contingent fee of 50%, against the United States for the value of property taken by military forces during the Civil War. An Act of Congress, recognizing the claim and one similar to it, was passed, which prohibited attorneys from receiving a fee greater than 20% of the amount awarded. In a suit to test the validity of the act, *held,* one judge dissenting, that it was unconstitutional. *Newman* v. *Moyers* (D. C. App. 1917) 50 Chicago Legal News 217.

Since the United States cannot be sued without its consent, the payment of a claim against it depends entirely upon its voluntary action and cannot be demanded as a matter of legal right. See *United States* v. *Clarke* (1834) 33 U. S. 436, 444; *United States* v. *Lee* (1882) 106 U. S. 196, 1 Sup. Ct. 240. Consequently, an award recognizing the validity of a claim must be accepted subject to the terms and conditions imposed thereon, *Ralston* v. *Dunaway* (1916) 123 Ark. 12, 184 S. W. 425; *Ball* v. *Halsell* (1896) 161 U. S. 72, 16 Sup. Ct. 554, in the same manner as a gratuity or bounty of the government. *Frisbie* v. *United States* (1895) 157 U. S. 160, 15 Sup. Ct., 586; *United States* v. *Hall* (1878) 98 U. S. 343, 351. The imposition of a condition restricting the amount of compensation which an attorney may receive for prosecuting a claim is a constitutional exercise of congressional power. *Ball* v. *Halsell, supra.* Though contracts for contingent fees, dependent upon the recovery of the claim, have been upheld as legal, *Nutt* v. *Knut* (1906) 200 U. S. 12, 26 Sup. Ct. 216; *Taylor* v. *Bemiss* (1884) 110 U. S. 42, 3 Sup. Ct. 441, yet, as against the fund recovered, they are subject to the conditions imposed upon the award. *Ralston* v. *Dunaway, supra.* But a different result has been reached where the question involved was whether an attorney could recover on his contract out of other property possessed by his client. *Davis* v. *Commonwealth* (1895) 164 Mass. 241, 41 N. E. 292; *Moyers* v. *Fahey* (Distr. Col. 1915) 43 Wash. L. R. 691. The holding in the instant case would, therefore, seem to be erroneous in so far as it permitted the attorney to maintain a lien upon the fund appropriated beyond the amount which Congress allowed him.

CONSTITUTIONAL LAW—STATE TAXATION AFFECTING INTERSTATE COMMERCE.—The state of Pennsylvania imposed an annual mercantile license tax upon each wholesale and retail vender of goods, "one-half